2886040

SC UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL

USDOT 2518689 NCUC C-2572 PSC/ORS C-9826

YOU MOVE ME

Carrier Reference No.

4222 BARRINGER DRIVE CHARLOTTE, NC 28217 Subject to Terms and Conditions printed below

(Questions about this form or your move? Call a You Move Me Move Coordinator at 704-533-4808)

Customer Name			Date	Time Left
Phone Number			Van #	Warehouse
Email			Driver	Time Arrived Job
Address			Helper	Time Depart Job
O City	ty State Zip		Helper	Time Returned
Address			Helper	Warehouse
City	State Zip		Helper	Total Hours
Notes	•		Other	
5:				

LABOR AND TRU	CK CHARGES	(hours are to th	ne nearer qua	rter)			
DESCRIPTION	NO. MEN	START TIME	END TIME	LESS MEALS/BREAKS	HOURS	RATE	CHARGE
-							

PACKING CHARGES				OTHER SERVICES			
DESCRIPTION	QTY	RATE	CHARGES	DESCRIPTION	QTY	RATE	CHARGES
Dishpack or Barrel				Appliance Service			
1.5 cu. ft. (Small) Cartons				Appliance Unservice			
3.0 cu. ft. (Medium) Cartons				Piano Handling			
4.5 cu. ft. (Large) Cartons				Packing Material Purchased			
6.0 cu. ft. (Ex. Large) Cartons			-	Bulky Articles			
Wardrobes				TV Box Rental			
Mattress Bags (F/T, Q, K)				Third Party Charges			
Mirror/Picture Pack							
Crates cu. ft.							
Total Packing Charges				Total Other Service Charges		THE RE	

VALUATION: Shipper must initial

_____ Basic Value Protection. I release this shipment to a value of 60 cents per pound per article. This level of protection is provided at no additional cost.

This contract (including terms & conditions printe	d below) constitutes	Payment by Cash, Cashier's Check	, Money Order, or Credit Card Only	
the complete agreement between the customer a	and the carrier. This	PAYMENT ACKNOWLEDGEMENT		
contract may not be orally amended. Any change	s must be in writing.	Total		
	Date	Prepayment		
		Sales Tax (if applicable)		
Carrier's Signature	Date	Balance Due		

SC UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL TERMS AND CONDITIONS

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS: In exchange for the payment described herein Carrier agrees to provide the services described below.

1. Customer Warranties

- a. Customer represents and warrants to Carrier that Customer is the legal owner or in lawful possession of the property and has the legal right and authority to contract for services for all of the property tendered, pursuant to provision, limitations, terms, and conditions herein set forth. If there is any litigation or threatened litigation as a result of the breach of this clause, Customer agrees to all charges that may be due, together with such costs and expenses, including attorney's fees, which Carrier may reasonably incur or become liable to pay in connection therewith. Customer shall indemnify and hold Carrier harmless from any liability for loss, cost, expenses, and damages for which Carrier may be liable or incur as a result of any breach of this clause.
- b. Explosive or dangerous goods will not be presented by Customer to Carrier and Customer shall be liable to Carrier and indemnify, defend and hold Carrier harmless for any cost, expense or damage arising as a consequence of any breach of this warranty.

2. Services That Carrier Offers

- a. Packing Services:
 - i. With Carrier's packing materials.
 - ii. With Customer's packing materials.
- b. Unpacking Services:
 - Leaving used packing materials on site at the Customer's location.
 - ii. Hauling away Customer's used packing materials.
- c. Loading of Customer's Vehicles
 - i. From within Customer's dwelling or other premises.
 - ii. From the curb or at the tailgate of the truck to be loaded.
- d. Unloading Customer's Vehicles.
 - i. Into the building only.
 - Placed in the dwelling or location within the building where customer requests.
- e. Removal of used packing materials.

3. General Exclusions From Carrier Liability.

- Carrier shall not be liable for any loss of or damage to documents, currency, money, jewelry, precious stones, firearms, works of art, or articles of extraordinary value.
- b. Carrier shall not be liable for mechanical or electrical functioning of any article, such as but not limited to, pianos, radios, phonographs, televisions, computers, tablets, washers, dryers, clocks, barometer, refrigerators, freezers, or air conditioners, or other instruments or appliances.
- c. Carrier shall not be liable for loss or damage resulting from insects, moth, vermin, ordinary wear and tear, rust, fire, water, mold or mildew, changes of temperature, fumigation, deterioration or the nature of the property or defect, or inherit vice of the article.
- d. Carrier shall not be liable for delay caused by highway obstruction, or faulty or impassable highways, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment, or from any cause other than negligence of the carrier; nor shall the carrier be bound to transport by any particular schedule, means, vehicle, or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

4. Extent of Carrier's Liability For Loss Or Damage.

a. For goods loaded or unloaded Carrier's liability shall be limited to a maximum of \$0.60 per pound per article. Carrier shall have no

- liability for concealed damage (damage to contents of a package itself, or similar circumstance) or damage not noted in writing at the time of loading or unloading, as may apply.
- The maximum extent of Carrier's liability shall be limited to a maximum of \$0.60 per pound per article for lost or damaged item(s).
- c. For goods packed by Carrier with Carrier's packing materials, Carrier shall be liable for damages only in the event that it is established that the packing of Customer's goods was done in a negligent manner or that Carrier's packing materials were not adequate to properly protect Customer's good from foreseeable risks and that such was the sole proximate cause of the damage to the goods. The maximum extent of Carrier's liability shall be limited to a maximum of \$0.60 per pound per article. Damage to one component of a set shall not result in damages based upon the value of the entire set, but only the value of the damaged individual article.
- d. For goods packed by Carrier with Customer's packing materials, Carrier shall not be liable for any damages unless it is established that the packing of Customer's goods was done in a negligent manner and that such was the sole proximate cause of the damage to the goods. The maximum extent of Carrier's liability shall be limited to a maximum of \$0.60 per pound per article in the event that Customer's packing materials are used.
- e. For goods unpacked: Carrier shall be liable only for goods damaged due to Carrier's actual negligence, which shall be the burden of Customer to establish by direct evidence. In such event, the maximum extent of Carrier's liability shall be limited to a maximum of \$0.60 per pound per article, not replacement cost of any actual individual article damaged. Damage to one component of a set shall not result in damages based upon the value of the entire set, but only the value of the damaged individual article.
- f. In all instances Carrier shall have the right, at its sole discretion, to repair any damaged article or item or replace same with a new or used article or item of like type, kind, and quality.
- g. Carrier shall have no liability for any damage to any premises where Carrier has been directed to perform services by Customer except in the event that such damage is caused solely by a willful, wanton, or reckless act by Carrier. In no event shall Carrier's liability for damage to any premises exceed the sum of \$1,000.00.

5. Claims For Loss Or Damage

- a. As a condition precedent to recovery, claims must be filed in writing with Carrier having sufficient information both to identify the goods and the damage claimed thereto and making a demand for payment of a specific sum of money.
- b. Claims for loss or damage must be filed in writing within 30 days after the Carrier's final services have been rendered.
- c. Suits for loss or damage shall be instituted against any Carrier no later than one year and one day from the day when the Carrier's final services have been rendered. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Carrier shall not be liable, and such claims will not be paid.
- d. Any and all of Carrier's charges for service must be paid in full before any claim will be settled and payment of such charges is a condition precedent to the bringing of any legal action by Customer.
- e. Carrier shall have the right to inspect and repair allegedly damaged articles. The maximum extent of Carrier's liability shall be limited to a maximum of \$0.60 per pound per article on any damaged item(s).



REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE STATE OF SOUTH CAROLINA

You Move Me South Carolina Household Good Tariff

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Date Proposed: 11/15/19

South Carolina Household Good Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by McDowell & Yee, LLC, doing business as You Move Me ("You Move Me"). For the purposes of this tariff, the carrier, McDowell & Yee, LLC will henceforth be referred to as You Move Me and the shipper, owner, consignee, or agents thereof will be referred to as the shipper. These services are furnished between points and places in the state of South Carolina, i.e. having origin and destination within the state of South Carolina.

Date Proposed: 11/15/19

SECTION 1

1.0 TRANSPORTATION AND HOURLY RATE CHARGES

Transportation Charges include the hourly rates as listed below.

1.1 **Hourly Rates and Charges**

Moves will be conducted on a "straight time" basis, with an hourly charge as set out below. The clock starts once the moving truck(s) leave the You Move Me office and stops once the moving truck(s) return to the You Move Me office, that followed the unloading of the customer's goods. Extra chargeable items will follow rates in Section 2. The hourly rates are prorated in 15-minute increments.

The hourly rates and charges from May 1st to September 30th are as follows:

Number of Movers	Hourly Rate
Two Men and a Truck	\$125.00
Three Men and a Truck	\$165.00
Four Men and a Truck	\$205.00
Five Men and a Truck	\$245.00
Six Men and a Truck	\$285.00
Each Additional Man	\$40.00 per man/per hour
Recognized Federal Holiday Rates	Additional \$15/hour

The hourly rates and charges from October 1st to April 30th are as follows:

Number of Movers	Hourly Rate
Two Men and a Truck	\$115.00
Three Men and a Truck	\$155,00
Four Men and a Truck	\$195.00
Five Men and a Truck	\$235.00
Six Men and a Truck	\$275.00
Each Additional Man	\$40.00 per man/per hour
Recognized Federal Holiday Rates	Additional \$15/hour

Date Proposed: 11/15/19

You Move Me South Carolina Household Good Tariff

1.2 Office Hours / Minimum Hourly Charges:

You Move Me will operate Monday – Saturday, 9:00 am – 5:00 pm You Move Me will operate Sunday from 10:00am – 4:00pm.

> Monday- Friday Saturday- Sunday

Two-Hour Minimum Charge Two-Hour Minimum Charge Three-Hour Minimum Charge

Recognized Federal Holidays

If customers cancel within 24 hours of their move, You Move Me may charge the applicable minimum. Shippers are not charged an additional fee for overtime labor.

Date Proposed: 11/15/19



SECTION 2

2.0 ADDITIONAL SERVICES

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Bulky Article Charges (per item)

Floor Model Television ($\geq 48"$) - \$150.00 Flat Screen Televisions ($\geq 42"$) - \$75.00 Safes (gun safes) < 300 lbs. - \$150.00 Safes (gun safes) \geq 300 lbs. - \$250.00 Gun cabinet - \$100.00 Riding Lawnmowers - \$125.00 Freezers - \$100.00 Golf Carts - \$150.00 Upright Pianos - \$150.00

2.2 Third Party Charges

All statements for third party charges will be attached to the bill of lading.

- **2.2.1** Upon request of a shipper, You Move Me may engage a third party to provide services that the carrier does not possess the qualified personnel to perform the duties. Such services include, but are not limited to, the disconnecting and reconnecting of washers, dryers, icemakers, refrigerators, freezers; moving specialty items such as pool tables, hot tubs, baby grand or grand pianos; disassembling and reassembling waterbeds, hot tubs, swing sets, and playhouses; preparing grandfather clocks for shipments; building special crates for shipper.
- **2.2.2** Such third-party charges will be listed as Third-Party Charges on the bill of lading. These third-party charges are in addition to all other charges provided in this tariff and shall be paid by shipper.
- **2.2.3** If the route of a move requires the use of toll ferries, and the ferry fares are not paid directly by the shipper, the costs will likewise be listed as third-party charges on the bill of lading.

2.3 Elevator or Stair Carry

You Move Me does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

2.4 Excessive Distance or Long Carry Charges

You Move Me does not charge an additional fee for carrying articles in excessive distance to or from the motor vehicle.

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South Carolina Household Good Tariff

You Move Me

2.5 Pick Up and Delivery

You Move Me does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

2.6 Packing and Unpacking

- **2.5.1** You Move Me does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1, plus the market price of packing materials, pursuant to the statement attached to the bill of lading, including sales tax on the materials.
- **2.5.2** You Move Me is not responsible for items packed by the shipper. Boxes containing fragile or breakable items must be properly labeled. You Move Me reserves the right to decline any moves consisting of extremely large or fragile items.

2.7 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

2.8 Waiting Time

The shipper is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of You Move Me.

Date Proposed: 11/15/19

SECTION 3

3.0 RULES AND REGULATIONS

3.1 Claims

- **3.1.1** All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.
- **3.1.2** Claimant must notify carrier of all claims for concealed damage within 30 days of the move. You Move Me must be given reasonable opportunity to inspect damaged items.
- **3.1.3** Although You Move Me will be careful with a shipper's possessions, from time to time damages may occur. If damages are caused by our service, the shipper will receive Basic Value Protection (\$0.60 per pound per article).
- **3.1.4** If there is damage, You Move Me must be notified immediately. A damage or claims report will be completed before the carrier leaves the location. If a shipper discovers damage after the move, You Move Me must be contacted within 30 days of the move. No damage claims will be honored until the charges for moving services are paid in full. The shipper will be asked to sign a Bill of Lading acknowledging this.
- **3.1.5** You Move Me's liability shall not exceed the cost of repairing or replacing the property lost or damaged with material of like kind and quality not exceeding the actual cash value of the property at time and place of loss.
- **3.1.6** You Move Me shall not be liable for loss or damage occurring after the property has been delivered to and received by the shipper. When You Move Me is directed to unload or to deliver property (or render any services) at a place or places at which the shipper or its agent is not present, the property shall be at the risk of the shipper after unloading or delivery.
- **3.1.7** When You Move Me is directed to load property from (or render any services at) a place or places at which the shipper or its agent is not present, the property shall be at the risk of the shipper before loading.

3.2 Computing Charges

You Move Me rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

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Effective Date:

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You Move Me

South Carolina Household Good Tariff

3.3 Governing Publications

You Move Me rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Items of Particular Value

You Move Me does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. You Move Me will not accept responsibility for safe delivery of such articles if they come into You Move Me possession with or without You Move Me's knowledge.

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of You Move Me's Bill of Lading. The terms and conditions of the bill of lading, attached hereto, are hereby incorporated by reference.

3.6 Delays

You Move Me shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

Date Proposed: 11/15/19

YOU MOVE ME-

SECTION 4

4.0 PROMOTIONS

You Move Me shall apply the following promotions, in a uniform and nondiscriminatory fashion:

4.1 Military/Teachers/Senior Citizens

A promotional rate of normal hourly service charges for moving, packing, and unpacking items listed below will be applied for customers who are active duty military, veterans, teachers and senior citizens that provide proper proof of same. Any promotion cannot be combined with any other offers. Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below. Extra chargeable items will follow rates in Section 2. The clock starts once the moving truck/s leave our You Move Me office and stops once the moving truck/s return to the You Move Me office, that followed the unloading of the customer's goods. The hourly rates are prorated in 15-minute increments.

The promotional hourly rates and charges from May 1st to September 30th are as follows:

Number of Movers	Hourly Rate		
Two Men and a Truck	\$112.50		
Three Men and a Truck	\$148.50		
Four Men and a Truck	\$184.50		
Five Men and a Truck	\$220.50		
Six Men and a Truck	\$256.50		
Each Additional Man	\$36.00 per man/per hour		
Recognized Federal Holiday Rates	Additional \$13.50/hour		

The promotional hourly rates and charges from October 1st to April 30th are as follows:

Number of Movers	Hourly Rate		
Two Men and a Truck	\$103.50		
Three Men and a Truck	\$139.50		
Four Men and a Truck	\$175.50		
Five Men and a Truck	\$211.50		
Six Men and a Truck	\$247.50		
Each Additional Man	\$36.00 per man/per hour		
Recognized Federal Holiday Rates	Additional \$13.50/hour		

Date Proposed: 11/15/19

4.2 Discounts from Hourly Charges:

You Move Me will accept \$50 off coupons which will be attached to the bill of lading. Coupons cannot be used with any other offers including Military, Teacher, or Senior Citizens discounts.

Date Proposed: 11/15/19



Charlotte, North Carolina "We Move People, Not Just Their Boxes End of Move Customer Checklist

Date	Work Order #
Customer	You Move Me Employee
, am s been placed where I would like it and all my belong	atisfied with the job having been completed. Everything has gings have been reassembled to my satisfaction.
I am certain that nothing remains at the move. I am responsible for anything that remains.	e load up address/addresses that I would like the carriers to
I am satisfied that everything has been <u>I</u> my house/apartment that I want to be loaded.	oaded on my rental truck/storage and nothing remains in
I am satisfied that the <u>furniture has been</u> nothing else I want the Movers to do.	en moved internally to my specifications and there is
I am satisfied that all my belongings had anything that has not been packed I am taking res	ve been packed according to my specifications and ponsibility for.
Movers have removed everything that belongs to r	or any further personal belongings and I am satisfied that the me.

Date Proposed: 11/15/19

WE HEAR YOU'RE MOVING

S FAVORITE LOCAL MOVERS

BOOK TODAY AND GET

YouMoveMe.com 1.800.926.3900

Valid at participating franchises. Limit one per use. Cannot be combined with any other offer. PROMO CODE. PN50

CCEPTED FOR PROCESSING - 2019 November 21 8:04 AM - SCPSC - 2019-143-T - Page 15 of 15